

(When Filled In)

Approved For Release 2002/09/04 : CIA-RDP67B00820R000400010044-3

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**PRECONTRACT APPROVAL  
RECORD  
(PART ONE)**

CONTRACTOR

The Perkin-Elmer Corporation

CONTRACT NO.

AMENDMENT NO.

OXC-9950

Copy 1 of 3

PR-8200

FINAL

7 April 1966

THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.

TYPE OF CONTRACT

☐ L.I.

☐ F.P. REDETERM

☐ CPIF

☐ TECH REP

☐ DEFINITIZED

☐ FPIP

☐ T&M

☐ FISCAL YEAR

☐ F.P.

☒ CPFF

☐ CALL TYPE

FINANCIAL DATA

CONTRACT VALUE

25X1A

PREVIOUS OBLIGATION - PRIOR FY

25X1A

PREVIOUS OBLIGATION - CURRENT FY

25X1A

FINAL

OBLIGATION BY THIS DOCUMENT

DESCRIPTION, PROGRAM OR LINE ITEM

FISCAL YEAR

PROJECT

AMOUNT

OXCART

21 05 06

1964

OXCART

CR.

TOTAL THIS OBLIGATION

25X1A

CR.

CONTINGENT UPON AVAILABILITY  
OF FUNDS

EXPOSURE LIABILITY

25X1A

RATE

DATE

RATE

DATE

CPFF O/H RATES FIXED THRU

PRICING FORMULA FIXED THRU

T&M RATES FIXED THRU

TECH REP RATES FIXED THRU

NEGOTIATOR APPROVAL

DATE

4/8/66

DATE

4-8-66

PRECONTRACT CONCURRENCES

UNIT

TYPED NAME

SIGNATURE

DATE

CONTRACTING OFFICER

BUDGET & FINANCE

GENERAL COUNSEL

TECHNICAL REPRESENTATIVE

JOHN PARANGOSKY

TECHNICAL REPRESENTATIVE

4/15/66  
12 APR 1966

15 APR 66  
12 April 66

CONTRACT SIGNATURE (Contracting Officer)

DATE

DATE MAILED

DATE DISTRIBUTED

25X1A

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(12)

FORM  
11-63

2167

~~SECRET~~

Excluded from automatic  
downgrading and  
declassification

(12)

SECRET

PRECONTRACT APPROVAL RECORD  
(PART TWO)

CONTRACT

The services and equipment being procured by this Contract No. \_\_\_\_\_  
PR-8200 are in furtherance of the OXCART  
Program(s), the nature of which cannot be publicly disclosed for security rea-  
sons. The Contracting Officer therefore determines that this procurement must  
be accomplished by negotiations pursuant to the authority of Section 3(a) of  
PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on  
15 October 1961.

Certification of funds for this contract will be handled under the pro-  
cedure approved by the Director of Central Intelligence on 15 December 1956  
which, in effect, results in all covert expenses involving issuance of Treasury  
Checks being accumulated in a separate account within the Finance Division. The  
amounts in this account will be periodically scheduled for certification of the  
vouchers by the Director. This procedure eliminates the necessity for a sepa-  
rate certification of authority under Section 8(b) of Public Law 110, 81st Con-  
gress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the  
terms and provisions generally of this contract/amendment, and a resume of  
major issues negotiated:

Contract No. PR-8200 provided for engineering, design, production,  
test and delivery of the first three (3) Type I Camera Configurations for  
the OXCART Program for the estimated amount of [REDACTED] 25X1A

The final cost and property audit of the contract has been  
completed and a report thereof has been submitted to the undersigned. 25X1A  
The Auditor has recommended for acceptance total cost in the amount of  
\$12,703,367. This cost together with the approved fixed-fee of [REDACTED]  
results in a final approved contract price of [REDACTED] 25X1A

In connection with this settlement there are submitted herewith  
the following documents:

Audit Report # A-62-66, Ref OSA-1171-66.  
Contractor's Release  
Contractor's Assignment of Refunds, Rebates, Credits and  
Other amounts.

All work and services required under the contract have been  
properly performed by the Contractor and accepted by the Government.  
All property furnished to or acquired by the Contractor has been properly  
accounted for and accountability therefor will be maintained under  
facilities Contract No. RE-518. The Contractor has submitted a final  
"Report of Inventions and Subcontracts" in accordance with Clause 20,  
Patent Rights, in the contract.

The contract includes final overhead rates through 31 July  
1963. The contract is not being amended pursuant to Clause 29 (d) to  
include final negotiated overhead rates from 1 August 1963 to completion  
since final rates for this period have been negotiated and accepted by  
the Contracting Officer. The Principal Auditor in his final cost audit of this  
contract. (12)

CONTRACTOR'S RELEASE

25X1A

Contract No. PR 8200

Pursuant to the terms of Contract No. <sup>25X1A</sup> PR 8200 and in consideration of the sum of [REDACTED]

[REDACTED] which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

NONE

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 8TH. day of MARCH 1966.

STATINTL [REDACTED]

STATINTL

THE PERKIN-ELMER CORPORATION  
[REDACTED]

STATINTL

CERTIFICATE

STATINTL

I [REDACTED]

, certify that I am the [REDACTED]

release; that [REDACTED] of the corporation named as Contractor in the foregoing  
Contractor was then [REDACTED] STATINTL who signed said release on behalf of the  
release was duly signed for and in behalf of said corporation by authority of its governing  
body and is within the scope of its corporate powers.

(CORPORATE SEAL)

STATINTL

STATINTL

THE PERKIN-ELMER CORPORATION  
[REDACTED]

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,  
CREDITS, AND OTHER AMOUNTS

Contract No. PR 8200

Pursuant to the terms of Contract No. PR 8200 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder THE PERKIN-ELMER CORPORATION, NORWALK, CONNECTICUT, (hereinafter called the contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the U. S. GOVERNMENT checks (made payable to the treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 8TH. day of MARCH, 1966.

STATINTL

STATINTL

THE PERKIN-ELMER CORPORATION

CERTIFICATE

STATINTL

STATINTL

I, [redacted] certify that I am the [redacted] of the corporation named as Contractor in the foregoing assignment who signed said assignment on behalf of the Contractor was then [redacted] of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STATINTL

STATINTL

THE PERKIN-ELMER CORPORATION

STATINTL

(CORPORATE SEAL)

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*The schedule is*  
*in audit file* *to USA - 1171*